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and Furukawa Electric North America APD, Inc.*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re: DELPHI CORPORATION, <i>et. al.</i> ,	: Chapter 11
	:
Debtors.	: Case No. 05-44481 (RDD)
	:
	: (Jointly Administered)
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**LIMITED RESPONSE AND RESERVATION OF RIGHTS OF FURUKAWA  
ELECTRIC NORTH AMERICA APD, INC. AND FURUKAWA ELECTRIC  
COMPANY, LTD TO DEBTORS' JULY 13, 2009 NOTICE OF FILING OF CERTAIN  
CORRECTED NOTICES OF ASSUMPTION AND ASSIGNMENT WITH RESPECT TO  
CERTAIN EXECUTORY CONTRACTS OR UNEXPIRED LEASES TO BE ASSUMED  
AND ASSIGNED TO PARNASSUS HOLDINGS II, LLC UNDER MODIFIED PLAN OF  
REORGANIZATION**

COME NOW Furukawa Electric Company, Ltd. ("Furukawa Ltd.") and Furukawa Electric North America APD, Inc. ("American Furukawa" and together with Furukawa Ltd., collectively "Furukawa"), by and through their undersigned counsel, and hereby file this Limited Response and Reservation of Rights (the "Response") to the above-captioned debtors' (the "Debtors") *July 13, 2009 Notice of Filing of Certain Corrected Notices of Assumption and Assignment With Respect to Certain Executory Contracts or Unexpired Leases to be Assumed and Assigned to Parnassus Holdings II, LLC Under Modified Plan of Reorganization* [Docket

No. 18169] (the “Corrected Assumption Notice”). In support of the Response, Furukawa respectfully shows as follows:

**LIMITED RESPONSE AND RESERVATION OF RIGHTS**

1. Furukawa and certain of the Debtors are parties to, among other contracts, certain contracts covering the use of Furukawa’s intellectual property and proprietary information.

2. On July 13, 2009, the Debtors filed their Corrected Assumption Notice. In the Corrected Assumption Notice, the Debtors fail to provide Furukawa with sufficient information to determine the specific “intellectual property” contracts the Debtors seek to assume and assign. Because the Debtors’ description is patently ambiguous, Furukawa cannot determine whether the proposed cure amounts listed in the Corrected Assumption Notice are accurate.

3. For example, though the Debtors provided notice of their intent to reject Intellectual Property License, Restricted Use, and Technical Assistance Agreement, dated December 8, 2004, between and among Delphi Technologies, Inc., DASLLC, Furukawa Ltd., and Delphi Furukawa Wiring Systems LLC (the “Joint Venture License Agreement”) in the *July 2, 2009 Notice of Filing of Plan Exhibits With Respect to First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors, and Debtors-in-Possession (As Modified)* [Docket No. 17557], the Debtors failed to give Furukawa any notice regarding Delphi Furukawa Wiring Systems LLC’s (“DFWS”) intent under that same contract.<sup>1</sup> Because DFWS apparently intends to assume and assign the Joint Venture License Agreement to Parnassus Holdings II, LLC, as DFWS has not sought to reject that contract, DFWS and the Debtors must cure all outstanding obligations due and owing to Furukawa, including unpaid royalties totaling over \$800,000.

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<sup>1</sup> The Joint Venture License Agreement is essential to DFWS’s ability to continue its operations and achieve its business purpose.

4. It is imperative that this Court require the Debtors to provide details regarding the date and nature of each intellectual property contract they allegedly desire to assume and assign under the Corrected Assumption Notice. Without more specific information, Furukawa has insufficient notice as to the Debtors' intent regarding its intellectual property contracts. After the Debtors supplement their Corrected Assumption Notice with more specific information, Furukawa will be able to determine whether (a) it has an objection to the assumption and assignment and (b) the cure amount is accurate.

5. Furukawa respectfully requests that this Court waive the requirement contained in Rule 9013(b) of the Local Bankruptcy Rules for the Southern District of New York, that it submit a separate memorandum of law because the issues raised in this Response are not novel. If this Court determines that a memorandum of law is required, Furukawa requests that it be allowed to submit one at a date to be determined by the Court.

Respectfully submitted, this 20th day of July 2009.

ALSTON & BIRD LLP

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